REQUEST F	OR QUOTA NOT an Order)		This RFQ is 🔼	is not	t a small business s	set-asio	ie	NJ 0048		Page	1 OI 21
1. Request No.		te Issued	3. Requisition/Purchas	se Req	uest No.	4. Ce	ert For Nat Do	ef. Under BDS		Ratin	g
W31P4Q-07-T-0438	3 20	07JUN28	See Scl				g. 2 and/or D				DOA2
5A. Issued By US ARMY AVIATION AMSAM-AC-SM-T	N & MISSILE C	OMMAND	W31P4Q				6. Deliver by	(Date)	chedule		
REDSTONE ARSENAL	L AL 35898-5	280					7. Delivery				
							X FOB			her	
WEAPON SYSTEM: S	SENTINEL						Destination	n	Ui	ner	
MARGARET DWYER	(2	256)876-468	no.) (No collect calls)								
8. To: Name and Ad							0 Doctination	n (Consignee a	nd oddr	ogg in	aludina
o. 10. Name and Ad	uress, meruum	g Zip Code					Zip Code)	i (Consignée à	inu auui	ess, iii	ciuuing
							• ′				
								See Sc	hedule		
10. Please Furnish	Quotations to	IMPORTA	NT: This is a request fo	or info	ormation, and quo	otations	furnished a	e not offers.	If you a	re una	ble to quote,
the Issuing Office in or Before Close of B		•	cate on this form and re					•			
(Date)			osts incurred in the prep re of domestic origin unlo				_				
2007JU	L31		uest for Quotation must				,,	- F			
		1	1. Schedule (Include app	licabl	e Federal, State, a	and loca	al taxes)				
Item Number			s/Services		Quantity		Unit	Unit Pr	rice		Amount
(a)		((b)		(c)		(d)	(e)			(f)
12 Diamet For Br	D	(See S	chedule)		20 Colondor Do		- 20 Co.	andre Descri			Jan Davis
12. Discount For Pro	ompt Payment		a. 10 Calendar Days		b. 20 Calendar Da	ays %	c. 30 Cale	endar Days %	d. Num		dar Days Percentage
						70		/0	. 10111		- cr comuge
NOTE: Additional	•					4 .*		1	15 D :	6.0	.4.4.
13. Name and Addro Zip Code)	ess of Quoter (S	treet, City, C	county, State and		Signature of Perso Quotation	on Autr	iorizea to Sig	n	15. Date	e or Qu	iotation
				-			47.00				
				a. N	ame (Type or Prin	nt)	16. Si	gner	1	o. Tele	nhone
					and (1) pe of 11m			-	Area Co		pone
				c. Ti	itle (Type or Print	t)			Number	r	
					₹ 2 2 	,					
AUTHORIZED FO	R LOCAL REP	RODUCTIC)N				Stand	lard Form 18	(Rev. 8-9) 5)	

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SUPPLEMENTAL INFORMA	ATION				
Regu	ılatory Cite		Title		Date
The Army is actively	_	= ==	for weapon systems. Be	on notice that the VECP	JUN/1997 clause in this contract allows d to take advantage of this
PROPOSALS SHOULD BE	E SENT VIA HAI	(End of RDCOPY OR EMAIL TO THE FOI	clause) LLOWING ADDRESS:		
US Army Aviation and Acquisition Center, AMSAM-AC-SM-T ATTN: Margaret M. Dw Redstone Arsenal, AI	Bldg 5303 wyer	nand			
or					
margaret.dwyer@us.ar	cmy.mil				
COMPLETE THE FOLLOW	ING CONTRACTO	R POINT OF CONTACT INFORMA	ATION:		
NAME:					
TELEPHONE NUMBER:					
FAX NUMBER:					
E-MAIL ADDRESS:					

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 6625-01-195-8602				
	SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	39	EA	\$	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price				
	NOUN: GENERATOR, NOISE PRON: 4M7XMM10D2 PRON AMD: 01				
	AMS CD: 42301216000				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	COMMERCIAL PACKING UNIT PACK: 001				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Destination				
	Deliveries or Performance				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W90BGP7170D203 W31P38 J 2				
	<u>PROJ CD</u> <u>BRK BLK PT</u> BGP				
	DEL REL CD QUANTITY DEL DATE				
	001 39 10-SEP-2007				
	FOB POINT: Destination				
	SHIP TO:				
	(W31P38) XR WOWF USAG REDSTONE				
	TRANSPORTATION OFFICE COTTONWOOD RD BLDG 8022				
	REDSTONE ARSENAL AL 35898-5365				
					1

CONTINUATION SHEET	Reference No. of Document Be	Page 4 of 21	
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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

52.209-4716 ELECTRONIC FABRICATION: REQUIREMENTS FOR SOLDERED ELECTRICAL AND JUN/1997 ELECTRONIC ASSEMBLIES (USAAMCOM)

Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3.

The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder.

A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 2215 Sanders Road, Northbrook, IL, 60062-6135, telephone number (847) 509-9700, fax number (847) 509-9798.

(End of Clause)

52.222-4700 CONTRACTOR EMPLOYEES (USAAMCOM) JUN/1997

- a. The Government shall not exercise supervision or control over contractor employees performing services under this contract. Such contractor employees shall be accountable, not to the Government, but solely to the contractor who, in turn, shall be accountable to the Government.
- b. Contractor employees must conform to local and other applicable regulations. Contractor shall take appropriate personnel action as required in the event employees become involved with civilian or military law enforcement authoritites.

(End of Clause)

PACKAGING AND MARKING

REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) JUN/1997 If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

5 52.246-4703 MARKINGS OF WARRANTED MATERIAL MUST BE AS FOLLOWS: (USAAMCOM)

JUN/1997

(1) MARKINGS:

- (a) Items delivered under this contract shall be stamped or marked in accordance with MIL Standard 129, ("Marking for shipments and storage") and MIL Standard 130, ("Identification Marking of US Military Property").
 - (b) Each primary component delivered under this contract shall be marked as follows:
- (1) A warranty identification label or plate shall be securely applied, fastened, or attached to each warranted item in a conspicuous location.
 - (2) The contractor shall submit drawing of the warranty label or plate identification to be used on the warranted item(s).

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- (3) The warranty label or plate identification shall be of an alternating blue and clear diagonal stripe background color.
- (4) The plate or label shall have imprinted the following data:
 - (a) Warranty: The word warranty shall be in predominate bold letters.
 - (b) NSN: National Stock Number shall be imprinted.
 - (c) TB: TB shall identify the applicable technical bulletin for warranted item.
- (d) EXP: EXP shall indicate the date of warranty expiration by year and month, i.e., 8612 or the specific warranty period coverage time, months, indication the start date by year and month, i.e., 8412.
 - (e) FSCM: The Federal Supply Code for Manufacturers (FSCM) shall be indicated, i.e., 99584.

These marking labels must be on the warranted items as well as their shipping container.

(End of Clause)

6 52.247-4700 BAR CODE MARKINGS (USAAMCOM)

JUN/2003

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

INSPECTION AND ACCEPTANCE

7 52.246-4706 REQUIREMENT FOR PREPARATION OF DD FORM 250 (USAAMCOM)

FEB/199

Material Inspection and Receiving Reports (DD Form 250) will be prepared and distributed in accordance with DFARS 252.246-7000 and DFARS Appendix F. Copies for the purchasing office and inventory control manager will be forwarded to the address in the "Issued By" Block on the face of the contract.

(End of Clause)

DELIVERIES OR PERFORMANCE

8	52.242-15	STOP-WORK ORDER	AUG/1989
9	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
10	52.247-34	F.O.B. DESTINATION	NOV/1991
11	52.211-8	TIME OF DELIVERY	JUN/1997

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO. QUANTITY WITHIN WEEKS AFTER DATE OF CONTRACT

0001AA 39 8

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Name of Offeror or Contractor:

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFFDODG	DBUDUCED	DELIVERY	SCHEDIII.E

ITEM NO.	QUANTITY	WITHIN DAYS			
		AFTER DATE OF			
		CONTRACT			
mailed, or otherwise to the offeror an aw available for perfor Contracting Officer Contractors date of (1) five calendar (2) one working da working day excludes	e furnished to the rard or notice of mance beginning through the ordineceipt of the condays for deliver by if the solicital weekends and U.	e successful offeror, results award not later than the day with the actual date of award, nary mails. However, the Gover ontract or notice of award by y of the award through the ord ation states that the contract	in a binding contract. The award is dated. Therefore, rather than the date the nment will evaluate an off adding inary mails, or or notice of award will bo computed, the offered de	that a written award or acceptance of of: Government will mail or otherwise furnish the offeror should compute the time written notice of award is received from er that proposes delivery based on the e transmitted electronically. (The term livery date is later than the required	sh
(End of Clause)					
		ELERATED DELIVERY (USAAMCOM) quired herein is acceptable an	d desirable at no addition	JUN/1997 al cost to the Government.	
		NT OF MANUFACTURE (USAAMCOM) following location (If other t	han the address set forth	JUN/1997	

CONTINUATION SHEET	Reference No. of Document Be	Page 7 of 21			
CONTINUATION SHEET	PIIN/SIIN W31P4Q-07-T-0438	MOD/AMD			
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CONTRACT ADMINISTRATION DATA

14 52.232-4713 CONTRACT PAYMENT (DEC 96) - ALTERNATE I (USAAMCOM) DEC/1996

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher (or as specified herein).

(End of clause)

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

15 52.232-4711 SPECIAL BILLING INSTRUCTIONS (USAAMCOM)

JUN/1997

- a. The supplies/services procured under this contract are controlled by Contract Line Item Number described in the schedule. The funding is structured by either Line Item, Subline Item, or Exhibit Line Item, to satisfy Command Management requirements, the provisions of DFARS PART 4 and provisions of the Military Standard Contract Administrative Procedures (MILSCAP) manual, DOD 4000.25-M. Billing, therefore, will be against the Line Item, Subline Item or Exhibit Line Item when such are cited in this Schedule and Accounting and Appropriation Data. The Government reserves the right to change the Line Item, Subline Item, or Exhibit Line Item structure unilaterally as required by command management processes relating to fiscal management and MILSCAP without change in contract cost or fee.
- b. The Contractor shall maintain his records to facilitate and support billings by Line Item, Subline Item, or Exhibit Line Item when cited.

(End of Clause)

- 16 52.239-4702 REQUIREMENT FOR INFORMATION TECHNOLOGY TO BE YEAR 2000 COMPLIANT NOV/1998 (USAAMCOM)
- a. Definitions. As used in this clause --
- 1. "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, dispay, switching, interchange, transmission, or reception of data or information by the agency.
- (a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which --
- (1) Requires the use of such equipment; or requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (b) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
 - (c) The term "information technology" does not include --
 - (1) Any equipment that is acquired by a contractor incidental to a contract; or
- (2) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or receiption of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.
- 2. "Year 2000 Compliant" means information technology which accurately processes date/time data (such as calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculation, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges accurate date/time data with it.
 - b. All information technology must be Year 2000 compliant.

The Contractor guarantees that the hardware, software, and firmware which is acquired by this contract, shall include design and/or performance specifications to ensure that the Government shall not experience performance abnormalities associated with such calculations. The design to ensure year 2000 compliancy shall include date/century recognition, calculations that accommodate same century and multi-century formulas and date values, and date data interface values that reflect an accurate and correct day, month, year and century. In the manipulation of external data, the contractor is responsible for ensuring that the system works accurately based on correct data input. When a total system is contracted for, the contractor is responsible for ensuring that calculations are accurate and successful in computations involving any year. In addition, the Contractor guarantees that leap year calculations will be accommodated and will not result in hardware, firmware, and/or software failures. The prime contractor is responsible for their subcontractor's products and services provided under this contract.

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(End of clause)

17 52.243-4000

ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION & SUBMISSION INSTRUCTIONS

JUN/2005

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.

- a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
- b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
- c. Short Form Procedure: ECPs and VECPs , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."
- d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).
- e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).
- f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.
 - g. Classification of RFDs/RFWs.
- (1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
- (2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.
- (3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.
 - h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.
- i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.
 - j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor

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if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

- $k. \quad \hbox{Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.}$
- 1. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.
- m. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.
- n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.
- o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using subsections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.
- 3. <u>Submittal</u>. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

- a. <u>Electronic Distribution</u>. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (https://wwwproc.redstone.army.mil/acquisition) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.
- b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs, For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center

ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

c. <u>Hard Copy Distribution of VECPs</u>. For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VECP that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VECP to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center

ATTN: AMSRD-AMR-SE-IO-VE Redstone Arsenal, Al 35898-5000 Telephone: 256-876-8163

- 5. <u>Alternate Format, Submittal or Distribution Process</u>. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.
- 6. <u>Government Acceptance</u>. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of

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acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

(End of clause)

CONTRACT CLAUSES

18	52.202-1	DEFINITIONS	JUL/2004
19	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
20	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
22	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
24	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
25	52.232-18	AVAILABILITY OF FUNDS	APR/1984
26	52.243-1	CHANGESFIXED PRICE	AUG/1987
27	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT	APR/1984
		FORM)	
28	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
29	52.249-14	EXCUSABLE DELAYS	APR/1984
30	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
31	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
32	252.204-7004	ALTERNATE A	NOV/2003
33	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
34	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
35	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
36	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
37	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
38	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
39	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
40	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
41	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	JAN/2007
		CONTRACTS)	
42	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
43	52.213-4	TERMS AND CONDITIONSSIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL	MAR/2007
		ITEMS)	

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
 - (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (Apr 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
 - (iii) 52.232-11, Extras (Apr 1984).

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- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
 - (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American ActSupplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
 - (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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Name of Offeror or Contractor:

- (c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc
- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --
 - (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

44 52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification No.

(If none, insert None)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting

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the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

45 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II , including, but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_______, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

 * The Contractor shall insert the name of the substance(s).

(End of Clause)

46 52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

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(End of Clause)

47 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

48

Facility:

252.211-7005

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

NOV/2005

- (a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Military or Federal Specification or Standard: _

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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(End of clause)

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K

LIST OF ATTACHMENTS

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

Representations, Certifications and Other Statements of Offeror.

L Instructions And Conditions, and Notices to Offerors.

Page 18 of 21 Reference No. of Document Being Continued **CONTINUATION SHEET** PIIN/SIIN W31P4Q-07-T-0438 MOD/AMD Name of Offeror or Contractor: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 49 252 209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT JUN / 2005 50 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006 (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 334515. (2) The small business size standard is 500. (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees. (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: [] (i) Paragraph (c) applies. [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Title FAR Clause Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

51	52.207-4	ECONOMIC PURCHASE QUANT	FITY-SUPPLIES	AU	JG/1987
		o state an opinion on whether re) economically advantageous	the quantity(ies) of supplies on \mbox{wl} to the Government.	hich bids, proposal	s or quotes are requested

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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Name of Offeror or	Contractor:			•
ITEM	QUANTITY	PRICE QUOTATION	TOTAL	

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

52 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly
- [] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - [] (2) Outside the United States.

(End of provision)

53 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

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Name of	Offeror or Contract	tor:					
	National	Commercial	Source	of Supp	oly	Actual	
Line	Stock	Item	Company A	ddress I	Part No.	Mfg?	
Items	Number	(Y or N)					
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
 - (4) For items of supply, list all sources. For technical data, list the source.
 - (5) For items of supply, list each source's part number for the item.
 - (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

- 54 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005
- (a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u> <u>Country of Origin</u>

(3) The following end products are other foreign end products:

Line Item Number Country of Origin (If known)

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

55 252.206-7000 DOMESTIC SOURCE RESTRICTION DEC/1991

56 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

57 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

 $\label{lem:http://www.arnet.gov/far/} http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc$